

Booking Terms and Conditions

Section A: All bookings

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Blue Marble Private Ltd, ("Blue Marble Private", "we", "our" or "us"), Company Number 09265360, whose registered address is 1st Floor, 34 South Molton Street, London W1K 5RG. Please read them carefully as they set out our respective rights and obligations. In these Terms and Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We act in the following capacities: as a tour operator organising and selling our own tailor-made tours and as an agent for other third party tour operators, where the third-party tour operators organise their own tours, and we simply sell these on their behalf. Our obligations to you may vary depending upon which capacity we are acting in and we have tried to set them out below as clearly as possible. Section A contains the conditions which will apply to all bookings. Section B applies to tours organised by Blue Marble Private as a tour operator and Section C applies to bookings where we act as an agent.

By making a booking, you agree on behalf of all persons detailed on the booking that you have read these terms and conditions and agree to be bound by them; you consent to our use of information in accordance with our Privacy Policy; and you are over 18 years of age.

1. Insurance

You are strongly recommended to take out personal liability, personal accident, medical expense and cancellation insurance at the time of booking. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

2. Special Requests

Any special requests must be advised to us at the time of booking e.g. dietary requirements, particular hotel facilities etc. Whilst every effort will be made by us to arrange your special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met despite our best efforts. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

3. Disabilities and Medical Problems

We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements.

4. Data Protection Privacy Policy

4.1 Information about you and members of your party, including names, contact details and any special requests, is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our Terms and Conditions and this Privacy Policy, and that they consent to your acting on their behalf in your dealings with us. We may disclose this information to our service providers for the purpose of providing you with your travel arrangements. Some information, for example relating to your religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking.

4.2 By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group or party with whom you are travelling. For example, if you contract an infectious illness whilst on holiday, we may need to make special arrangements for you and ensure that you do not return with the group or party immediately.

4.3 Occasionally we may contact you by post and/or email with information which we feel is relevant and of interest to you. If you do not wish to receive such information, please notify us. You have the right to ask in writing for a Data subject access request form, in order to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Blue Marble Private Travel Limited, 1st Floor, 34 South Molton Street, London W1K 5RG United Kingdom.

5. Law and Jurisdiction

These Terms & Conditions are governed by English law and the courts of England and Wales have exclusive jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

Section B: Where Blue Marble Private acts as Tour Operator

This section applies to all travel arrangements where your contract is with Blue Marble Private Travel Ltd. You will know whether your contract is with us as it will be specified on your confirmation invoice. Please read this section in conjunction with Section A of these Booking Conditions.

Your contract is with Blue Marble Private Travel Ltd (“Blue Marble Private”, “we”, “our” or “us”), Company Number 09265360, whose registered address is 1st Floor, 34 South Molton Street, London W1K 5RG. All contracts with Blue Marble Private are made subject to the Terms of these booking Conditions and are governed by English Law and the exclusive jurisdiction of the English Courts. Please read these booking Conditions carefully as they, together with any specific information about your confirmed arrangements, form the basis of your contract with us once you have paid your Deposit. In the following Terms and Conditions “you” and “your” means all persons named on the booking, including anyone who is added or substituted at a later date. If any part of our Terms is found to be invalid or unenforceable, then the remainder of them will not be affected and will remain valid and enforceable.

1. Booking, Confirmation and Payment

1.1 Following your enquiry and instruction to employ the bespoke travel planning services of Blue Marble Private, we will draw up a Travel Planning Brief for you to complete, sign and return to us. Completion and submission by you of our Travel Planning Brief will be treated by us as confirmation that you have read, understood and accepted all our Terms and Conditions.

1.2 Once your itinerary has been agreed in order to secure your travel arrangements you will be invoiced for a non-refundable deposit, typically 30% of the quoted trip cost (the “Deposit”). The Deposit amount may vary depending on the nature of the trip and in some instances can be 100% of the trip cost. If not received on time we reserve the right to treat the booking as cancelled by you and to levy cancellation charges as set out below. In the case of bookings made within 8 weeks of departure, the full trip cost will be invoiced upon agreement of your itinerary in order to secure the travel arrangements.

1.3 Once we receive your Deposit we will issue written confirmation of the booking, at which point a binding contract is formed between you and us. Such confirmation will include, inter alia, details of your booking and details of the balance payment. Upon receipt, if you believe that any details on the confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within seven days of our sending it out.

1.4 The lead client who makes the booking is taken to have accepted these Terms and Conditions on behalf of, and with the authorisation of, all the persons named on the booking.

1.5 Your booking will be quoted, and therefore needs to be paid, in either British Pounds (£), US Dollars (\$) or Euros (€) by bank transfer. We will generally quote the price of your trip by reference to the base currency in which the booking will be made by us, on the date that the quotation is created. Please see clause 5 for information on currency fluctuations. You are responsible for paying any bank charges incurred by bank transfers.

2. Alterations and Cancellations

2.1 Once we have confirmed your booking, if you request a change in the dates or content of your itinerary we will do our best to meet your revised requirements. If we are able to make the requested

changes you will be provided with a quote detailing any costs incurred by ourselves and any costs imposed by our suppliers.

2.2 Cancellation instructions by you must be sent in writing to Blue Marble Private and will be effective on the day we receive them. We will accept a scanned/emailed copy if signed by the signatory of the Travel Planning Brief.

2.3 Depending on when notification of cancellation is received cancellation charges will apply as follows:

Number of weeks prior to departure	Percentage of booking price forfeited
Over 12 weeks	30%
4-12 weeks	50%
Under 4 weeks	100%

2.4 We cannot give any allowance or refund for pre-arranged food and drink, transportation or other pre-paid services which may include accommodation not taken when included in the booking price, nor once the trip has commenced can we give any refunds for cancelling part of the trip.

2.5 In the event that the cancellation charges of the suppliers we work with are more than ours, then the suppliers' cancellation terms will apply.

2.6 If your reason for cancelling is due to events beyond your control (e.g. illness preventing travel, death of a close relative) you may transfer your booking to another party provided that you give us reasonable notice to make such arrangements and that you and the transferee agree to be jointly and severally liable for any outstanding payment under the contract. We will require the transferee to sign and return a copy of the Travel Planning Brief.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

3. If we change or cancel

3.1 It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

3.2 Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. A minor change will be anything which is not a 'major change' as defined below.

3.3 Occasionally we may have to make a major change to your confirmed arrangements. Examples of "major changes" include the following, when made before departure:

- i. a change of accommodation area for the whole or a significant part of your time away,
- ii. a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away,
- iii. a change of outward departure time or overall length of your arrangements of twelve or more hours; or
- iv. a significant change to your itinerary, missing out one or more destinations entirely.

3.4 If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for major changes) accepting the changed arrangements,
- ii. having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

3.5 You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

3.6 We will not pay you compensation where we make a major change or cancel more than 60 days before departure or in the event that we are forced to cancel your arrangements because the minimum number of participants to run the arrangements has not been reached. Furthermore, we

will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

3.7 Very rarely, we may be forced by "force majeure" (see clause 4) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

3.8 The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

3.9 If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

4. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or our supplier's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

5. Prices

5.1 Unless otherwise agreed, the booking price includes the cost of accommodation, land and river transportation, services of professional guides, and additional activities as outlined in your confirmed itinerary.

5.2 Not included in the booking price is travel insurance, excess baggage charges, tips and gratuities, food and drink unless specified in your confirmed itinerary, personal items purchased, and any additional services or activities purchased during the trip.

5.3 Trip components are supplied to us at confidential contract rates by our suppliers as such we do not provide a breakdown of itemised costs.

5.4 The price of your confirmed itinerary is subject at all times to variations in:

- i. transportation costs, including the cost of fuel; or
- ii. dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- iii. the exchange rates used to calculate your arrangements.

6. Our Responsibilities

6.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

6.2 We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- i. the act(s) and/or omission(s) of the person(s) affected;

- ii. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;
- iii. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- iv. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

6.3 We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- i. loss of and/or damage to any luggage or personal possessions and money: The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
- ii. claims not falling under (a) above and which do not involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- iii. claims in respect of international travel by air, sea and rail, or any stay in a hotel:
 - a) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can contact us for copies of these Conventions. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - b) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - c) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

6.4 It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

6.5 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

6.6 Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- i. which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- ii. relate to any business.

6.7 We will not accept responsibility for services or facilities which do not form part of our agreement. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

7. Your Responsibilities

7.1 It is your responsibility that passports (valid for at least 6 months beyond the date of your return and with two blank pages or more), visas, inoculation certificates, and other necessary travel documents are in order and we reserve the right to charge you any costs incurred by us due to your failure in any of these respects. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

7.2 It is your responsibility to check-in for your flights by the correct time and to be in the right place at the right time for ground arrangements. We do not accept liabilities if you fail to do so and no credits or refunds will be given for lost or mislaid air tickets or other travel documents. If you or any member of your party misses your flight or other transport arrangement, it is cancelled, or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned directly and immediately. Please also contact us so that we can rearrange any other affected travel arrangements in place for you.

7.3 It is a condition of your contract with us that you act with reasonable prudence and circumspection whilst on holiday and that you comply with all health and safety requirements.

7.4 As between you and suppliers of accommodation, transport and other services which form part of your holiday their conditions of business will apply which may mean that you will be required by such suppliers to sign liability waivers or other documentation for some potentially more hazardous activities such as hot-air ballooning, canoeing, horse-riding, white-water rafting and trekking.

8. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to rectify things. If your complaint is not resolved locally, please contact Elizabeth Ellis, Company Director, by email to elizabeth@bluemarbleprivate.com or by phone on +44 (0) 7730 603197 as soon as possible. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our London office within 28 days of the end of your stay, providing all relevant information. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

9. Financial Protection

Blue Marble Private Travel Limited is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Blue Marble Private Travel Limited are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Blue Marble Private Travel Limited. This insurance has been underwritten by MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH 13 8BP, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 597536) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120)

In the unlikely event of Insolvency you must Inform MGA Cover Services Limited immediately on +44 (0) 20 3540 4422. Please ensure you retain this booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

10. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

Section C: Where Blue Marble Private acts as an Agent

We also sell holidays and other services as an agent on behalf of other operators and travel companies. You will know when we're acting as agent as we will specify this on our confirmation invoice and provide you with the name of the supplier with whom your contract is with. In this case, it will be this named supplier who is responsible for the provision of all the services specified on that invoice, and not Blue Marble Private. Please read this section in conjunction with Section A of these Terms and Conditions.

Where your booking consists of services provided by us and services provided by other suppliers, these will always be sold to you at separate independent prices and therefore will not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992, although the individual bookings may themselves be packages, independent of each other.

Where we act as an agent we cannot accept any liability in relation to the booking you make and subsequent contract with the third-party supplier. For these bookings, your contract will be with the supplier of the arrangements in question and will be subject to these Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

1. Booking and payment

In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if booking within 8 weeks of departure). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when *we* send you confirmation on their behalf.

Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

2. Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

3. Changes and Cancellations by you

Any cancellation or amendment request must be sent to us in writing, and will take effect on the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £150 per person.

4. Changes and Cancellations by the Supplier

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier

in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

5. Our responsibility for your booking

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

6. Complaints

Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the supplier. You will see their name and contact details in any confirmation documents we send you.

7. Accommodation Ratings and Standards

All ratings and descriptions are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings or descriptions given.